

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.  
8201 GREENSBORO DRIVE, SUITE 350  
MCLEAN, VA 22102

CIVIL ACTION

NO.

MONROE COUNTY

Plaintiff

v.

JAMES L. WILLIAMS, SR.  
LOT 37 PHASE 1 NORTH PARK  
EAST STROUDSBURG, PA 18301

Defendant(s)

THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.

**COMPLAINT**

**I. PARTIES, JURISDICTION AND VENUE**

1. Mortgage Electronic Registration Systems, Inc., is a corporation incorporated under the laws of the STATE OF VIRGINIA, with a principal place of business located at 8201 Greensboro Drive, Suite 350 McLean, VA 22102.
2. Defendants, JAMES L. WILLIAMS, SR., are citizens of the COMMONWEALTH OF PENNSYLVANIA, who reside at LOT 37 PHASE 1 NORTH PARK, EAST STROUDSBURG, PA 18301, and who are the mortgagors and real owners of the real property hereinafter described.
3. This Court has jurisdiction over this action pursuant to 28 U.S.C. Section 1332(a).
4. Venue is proper in this judicial district pursuant to 28 U.S.C. Section 1391(a) as the cause of action arose here and the property that is the subject of this action is situated here.

**II. FACTS**

5. On 02/08/2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to DECISION ONE MORTGAGE COMPANY, LLC which mortgage is recorded in the Office of the Recorder of MONROE County, in Mortgage Book No. 2091, Page 2707. By Assignment of Mortgage recorded 9/12/01 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Book No. 2104, Page 3312.
6. The premises subject to said mortgage is described as attached.
7. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/13/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.
8. The following amounts are due on the mortgage:

Principal Balance	\$180,617.63
Interest	17,960.86
04/13/2004 through 03/24/2005 (Per Diem \$51.91)	
Attorney's Fees	1,250.00
Cumulative Late Charges	0.00
02/08/2001 to 03/24/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 200,378.49
Escrow	
Credit	- 13.66
Deficit	0.00
Subtotal	<u>\$- 13.66</u>
<b>TOTAL</b>	<b>\$ 200,364.83</b>

9. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

10. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
11. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
12. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).
13. Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. Section 1692 *et seq.* (1977), Defendant(s) may dispute the validity of the debt or any portion thereof. If Defendant(s) do so in writing within thirty (30) days of receipt of this pleading, Counsel for Plaintiff will obtain and provide Defendant(s) with written verification thereof; otherwise, the debt will be assumed to be valid. Likewise, if requested within thirty (30) days of receipt of this pleading, Counsel for Plaintiff will send Defendant(s) the name and address of the original creditor if different from above.

**III. CLAIM FOR RELIEF**

**COUNT ONE**  
**(MORTGAGE FORECLOSURE)**


14. Plaintiff adopts and incorporates by reference herein paragraphs 1 through 13 as though fully set forth at length.
15. By virtue of the default of Defendant(s) under the subject Mortgage/Note obligation, Plaintiff is entitled to the entry of an in rem judgment against Defendant(s) in foreclosure of the Mortgage for the total amounts due and owing as set forth herein.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 200,364.83, together with interest from 03/24/2005 at the rate of \$51.91 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

**COUNT TWO**  
**(ASSUMPSIT)**

16. Plaintiff adopts and incorporates by reference herein paragraphs 1 through 15 hereinabove as though fully set forth at length.
17. By virtue of the default of Defendant(s) under the subject Mortgage/Note obligation, Plaintiff is entitled to the entry of an in personam money judgment against Defendant(s) for the total amounts due and owing set forth herein.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 200,364.83, together with interest from 03/24/2005 at the rate of \$51.91 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP  
By:   
/s/Francis S. Hallinan  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

DATE: February 15, 2005

TO: James L. Williams, Sr.  
37 North Park Drive  
East Stroudsburg, PA 18301

James L. Williams, Sr.  
Lot 37 Phase 1 North Park  
East Stroudsburg, PA 18301

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

This is an official notice that the mortgage on your home is in default and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 33 DAYS FROM THE DATE OF THIS NOTICE. Take this Notice with you when you meet the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUEDE AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA FERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSE ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT**-The MORTGAGE debt held by the above lender on your property located at: **37 North Park Drive, East Stroudsburg, PA 18301** IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: Start/End: **5/13/04** through **2/13/05** at **\$1,693.17** per month.

Monthly Payments Plus Late Charges Accrued	\$16,931.70
NSF:	\$20.00
Inspections:	\$22.93
Other:	\$0.00
(Suspense):	\$13.66
<b>Total amount to cure default</b>	<b>\$16,960.97 *</b>

See paragraph below headed  
**"HOW TO CURE THE DEFAULT"**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable): N/A

**\* HOW TO CURE THE DEFAULT**-You may cure the default within THIRTY THREE (33) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$16,960.97, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY THREE (33) DAY PERIOD.**

As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Reinstatement Department. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: **PHELAN HALLINAN & SCHMIEG, LLP, One Penn Center at Suburban Station, 1617 John F. Kennedy Boulevard, Suite 1400, Philadelphia, PA 19103-1814, Attn: Reinstatement Department.** You can cure any other default by taking the following action within THIRTY THREE (33) DAYS of the date of this letter. (Do not use if not applicable.) N/A.

**IF YOU DO NOT CURE THE DEFAULT**-If you do not cure the default within THIRTY THREE (33) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. The means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY THREE (33) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to the lender, which may also include other reasonable costs. If you cure the default within the THIRTY THREE (33) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES-The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-If you have not cured the default within the THIRTY THREE (33) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE-It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER: **PHELAN HALLINAN & SCHMIEG, LLP**  
**One Penn Center at Suburban Station**  
**1617 John F. Kennedy Boulevard, Suite 1400**  
**Philadelphia, PA 19103-1814**  
**(215) 563-7000**  
**Attention: Reinstatement Department**

EFFECT OF SHERIFF'S SALE-You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE-You \_\_\_\_\_ may or ☒ **X** may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

**If this is the first notice that you have received from this office, be advised that: You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty (30) days from receipt of this letter, this firm will obtain and provide you with written verification thereof; otherwise the debt will be assumed to be valid. Likewise if requested within thirty (30) days from receipt of this letter, the firm will send you the name and address of the original creditor if different from above.**

Very truly yours,

PHELAN HALLINAN & SCHMIEG, LLP

Cc: Select Portfolio Servicing, Inc.

Attn: Ilgin Sezer

Account No.: 0004253209

FH/mas

**Mailed by 1<sup>st</sup> Class Mail and by Certified Mail Nos: 7003 3110 0004 6849 4260/4277**



**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES  
(REV. 8/00)**

**LYCOMING COUNTY**

**CCCS OF NORTHEASTERN PENNSYLVANIA**

31 WEST MARKET STREET  
POB 1127  
WILKES-BARRE, PA 18702  
(570) 821-0837 OR (800) 922-9537

1400 ABINGTON EXECUTIVE PARK  
SUITE 1  
CLARKS SUMMITT, PA 18411  
(570) 587-9163 OR (800) 922-9537

201 BASIN STREET  
WILLIAMSPORT, PA 17703  
(570) 323-6627  
FAX (570) 323-6626

LYCOMING-CLINTON COUNTIES COMMISSION FOR COMMUNITY ACTION (STEP)  
2138 LINCOLN STREET  
P.O. BOX 1328  
WILLIAMSPORT, PA 17703  
(570) 326-0587  
FAX (570) 322-2197

**MCKEAN COUNTY**

JOHN F. KENNEDY CENTER, INC.  
2021 EAST 20<sup>TH</sup> STREET  
ERIE, PA 16510  
(814) 898-0400 FAX (814) 898-1243

NORTHERN TIER COMMUNITY ACTION CORP.  
P.O. BOX 389  
135 WEST 4<sup>TH</sup> STREET  
EMPORIUM, PA 15834  
(814) 486-1161 FAX (814) 486-0825

**MERCER COUNTY**

SHENANGO VALLEY URBAN LEAGUE, INC.  
601 INDIANA AVENUE  
FARRELL, PA 16121  
(724) 981-5310

CCCS OF WESTERN PENNSYLVANIA, INC.  
YMCA BUILDING  
339 NORTH WASHINGTON STREET  
BUTLER, PA 16001  
(724) 282-7812

**MIFFLIN COUNTY**

CCCS OF WESTERN PENNSYLVANIA, INC.  
217 EAST PLANK ROAD  
ALTOONA, PA 16602  
(814) 944-8100 FAX (814) 944-5747

WEATHERIZATION OFFICE  
917 MIFFLIN STREET  
HUNTINGDON, PA 16652  
(814) 643-2343

CCCS OF NORTHEASTERN PA  
1631 SOUTH ATHERTON STREET, SUITE 100  
STATE COLLEGE, PA 16801  
(814) 238-3668 FAX (814) 238-3669

**MONROE COUNTY**

**CCCS OF NORTHEASTERN PENNSYLVANIA**

31 WEST MARKET STREET  
POB 1127  
WILKES-BARRE, PA 18702  
(570) 821-0837 OR (800) 922-9537  
FAX (570) 821-1785

1400 ABINGTON EXECUTIVE PARK  
SUITE 1  
CLARKS SUMMITT, PA 18411  
(570) 587-9163 OR (800) 922-9537  
FAX (570) 587-9134/9135

9 SOUTH 7<sup>TH</sup> STREET  
STROUDSBURG, PA 18360  
(570) 420-8980 OR (800) 922-9537  
FAX (570) 420-8981

COMM ON ECONOMIC OPPORTUNITY OF LUZERNE CO.  
163 AMBER LANE  
WILKES-BARRE, PA 18702  
(570) 826-0510 OR (800) 822-0359  
FAX (570) 829-1665-CALL BEFORE FAXING  
(570) 455-4994 HAZELTON  
FAX (570) 455-5631-CALL BEFORE FAXING  
(570) 836-4090 TUNKHANNOCK

**ALL THAT CERTAIN** lot, piece or parcel of ground lying and being situate in the Township of Middle Smithfield, County of Monroe and Commonwealth of Pennsylvania, designated as Lot #37 on that certain subdivision plan titled "FINAL PLAN, PHASE 1 - SHEET B, NORTH PARK ESTATES, Middle Smithfield Twp., Monroe Co., PA.", dated October 10, 1995, last revised on January 18, 1996, and recorded in the Office for the Recording of Deeds, etc., in and for the County of Monroe, at Stroudsburg, Pennsylvania in Plat Book Volume 68, Page 164.

**BEING** a part of the same premises which Carl F. Koelmel and Elfriede W. Koelmel, his wife, by their deed dated June 1, 1987, and recorded in the aforesaid Recorder's Office in Record Book Vol. 1556, page 1312, granted and conveyed unto Northpark Development Corp., Grantor hereof, in fee.

**UNDER AND SUBJECT** to the Declaration of Rights, Easements, Covenants, Conditions, Affirmative Obligations and Restrictions Applicable to Northpark Estates, dated August 14, 1992 and recorded in the Office for the Recording of Deeds, etc., in and for the County of Monroe, at Stroudsburg, Pennsylvania, in Record Book Volume 1843, Page 1519, as amended and supplemented.

**ALSO UNDER AND SUBJECT** to all covenants, conditions, easements and restrictions as contained in the chain of title.

**PREMISES BEING:** 37 NORTH PARK DRIVE.